



## **Invitation for Expression of Interest**

Hyundai A-League Expansion

29 March 2018

**Football Federation Australia Limited**

(ACN 106 478 068)

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Darlinghurst NSW 2010

[www.ffa.com.au](http://www.ffa.com.au)

[www.a-league.com.au](http://www.a-league.com.au)

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## PART A

### 1. Scope

#### 1.1 Background

Football Federation Australia Limited (**FFA**) is responsible for organisation, promotion, and administration of football in Australia, including the A-League.

The A-League was established in 2004 as part of a major reform process for football in Australia. The inaugural A-League season included eight teams in a truly national competition that was founded on the 'one team, one city' principle. It therefore encompasses teams in most state capital cities along with two regional centres, Newcastle and Central Coast, and one New Zealand team based in Wellington.

The A-League currently includes the following ten (10) clubs:

	Club	Location
1	 Adelaide United	Adelaide, South Australia
2	 Brisbane Roar FC	Brisbane, Queensland
3	 Central Coast Mariners FC	Central Coast, New South Wales
4	 Melbourne City FC	Melbourne, Victoria
5	 Melbourne Victory	Melbourne, Victoria
6	 Newcastle United Jets	Newcastle, New South Wales

	Club	Location
7	 Perth Glory	Perth, Western Australia
8	 Sydney FC	Sydney, New South Wales
9	 Wellington Phoenix FC	Wellington, New Zealand
10	 Western Sydney Wanderers FC	Sydney, New South Wales

Seven of these teams played in the inaugural A-League season. Newer clubs include additional teams in Sydney (Western Sydney Wanderers FC) and Melbourne (Melbourne City FC) along with the relocation of the New Zealand team from Auckland to Wellington.

The A-League season consists of 27 rounds plus the finals series. Each team currently plays one another three times throughout the regular season with the highest placed team on the table awarded the Premiers plate. Following the regular season, a finals series is played over three consecutive weeks culminating in the Grand Final.

In eight of 12 seasons, the Premiers and the Champions have been the same team, however this format does provide an opportunity for playoffs to produce unexpected results that add to interest in the game.

Unlike many other larger leagues around the world, the A-League is not the number one football code in the country, ranking third behind larger and more established leagues, AFL (Australian Rules Football) and NRL (Rugby League). However, the A-League ranks in the top 20 leagues around the world for average attendance during the regular season. For attendance, it ranks higher than the Portuguese Primeira League, Russian Premier League, Belgian Jupiler League and Turkish and Swiss Leagues.

Football is Australia's largest participation sport with more than 1.1 million men, women, boys and girls playing the game. With the men's national team, the Caltex Socceroos, taking part in their fourth consecutive FIFA World Cup™ finals and the national women's team, the Westfield Matildas, currently ranked 6<sup>th</sup> in the world, the potential for ongoing growth and success of the A-League and the professional women's competition, the Westfield W-League, is enormous.

The Board of FFA believes that the expansion of the A-League by two (2) teams in Australia from the 2019/2020 A-League season is an important step in the realisation of this potential while providing additional opportunities for Australian pathways into professional football and enabling the growth of the A-League across a range of metrics.

## **1.2 Purpose of this Invitation for EOI**

The purpose of this Invitation for EOI is to:

- (a) provide an overview of the A-League expansion process from the EOI Phase through to the RFP Phase and the contract finalisation phase;
- (b) invite interested parties to register with FFA to submit an EOI Response so that FFA can select a shortlist of Respondents who may be invited to submit a Proposal as part of the RFP Phase;
- (c) specify the requirements and format for the EOI Response; and
- (d) provide details of the evaluation criteria and process which will be used to select the Shortlisted Bidders.

This Invitation for EOI relates solely to the expansion of the A-League and the right to participate in that competition. A Respondent may, where relevant, seek to address participation in the W-League and Y-League as part of its EOI Response however, the expansion of those competitions will not automatically occur in line with expansion of the A-League because there are different factors governing their evolution and growth.

## **1.3 Structure of this Invitation for EOI**

This Invitation for EOI comprises the following sections:

- (a) PART A – Scope of Invitation for EOI;
- (b) PART B – Overview of the A-League expansion process;
- (c) PART C – Overview of EOI Response requirements and evaluation;
- (d) PART D – Terms and Conditions applying to this Invitation for EOI; and
- (e) PART E – Details of the information to be provided by Respondents.

## PART B

### 2. Overview of A-League expansion process

#### 2.1 Summary of process

This Invitation for EOI is the first phase of what is envisaged to be a multi-stage process consisting of the following:

	Phase	Description
1	EOI Phase (see section 4)	<ul style="list-style-type: none"> <li>Commences with the release of this Invitation for EOI;</li> <li>Involves the evaluation of EOI Responses, including potential for interaction during evaluation;</li> <li>Concludes with confirmation of Shortlisted Bidders;</li> </ul>
2	RFP Phase (see section 5)	<ul style="list-style-type: none"> <li>Commences following the confirmation of Shortlisted Bidders;</li> <li>Shortlisted Bidders will be invited to develop and submit detailed Proposals;</li> <li>FFA to evaluate Proposals;</li> <li>Concludes with the confirmation of the final preferred bidders;</li> </ul>
3	Contract Finalisation Phase	FFA and the preferred bidders will endeavour to finalise the Transaction Documents

### 3. Expression of Interest Phase

#### 3.1 Purpose

The objective of the EOI Phase is to select the Shortlisted Bidders to whom FFA intends to issue the Request for Proposal.

#### 3.2 Indicative timetable for EOI phase

The following timetable provides Recipients of this Initiation for EOI with an indication of the timing for the EOI Phase.

Activity	Date
Invitation for EOI issued	29 March 2018
Invitation for EOI briefing session (if applicable)	April / May 2018
Closing date to register to submit an EOI Response	17 May 2018
Closing date for submission of EOI Response	24 May 2018
Respondent presentations (if requested)	May / June 2018

Activity	Date
Intended completion date of short listing process	June 2018
Confirmation of Shortlisted Bidders	June 2018
Intended start of RFP Phase	11 June 2018

### 3.3 Bid bond

FFA may prior to confirming the Shortlisted Bidders require any Respondent as a condition precedent to becoming a Shortlisted Bidder to deliver on such terms as FFA determines a bid bond of AUD\$30,000. The purpose of the bid bond is to provide FFA with an assurance of the Respondent's ability and intention to participate in the RFP Phase in accordance with the applicable terms and conditions through to its conclusion.

## 4. Request for Proposal Phase

### 4.1 Purpose

The Request for Proposal will invite Shortlisted Bidders to submit Proposals.

### 4.2 Indicative timetable for RFP Phase and beyond

The following timetable provides Shortlisted Bidders with an indication of the timing of the RFP Phase.

Activity	Date
Release of Request for Proposal	11 June 2018
Deadline for submission of Proposals	31 August 2018
Confirmation of preferred bidders	September 2018
Negotiation	September to October 2018
Completion and Announcement	31 October 2018

### 4.3 Information provided by FFA

FFA will provide a range of information to Shortlisted Bidders during the RFP process through an electronic data room. This information will include but is not limited to:

- (a) an information memorandum;
- (b) A-League related data, including financial information and metrics;
- (c) the A-League Club Participation Agreement; and
- (d) the Transaction Documents.



#### **4.4 Interactive process**

FFA recognises that an interactive process may assist both Shortlisted Bidders and FFA by aiding the development of high quality, well considered Proposals. FFA therefore intends to conduct a structured interactive process commencing from the release of the Request for Proposal. This process is likely to include meetings between FFA and individual Shortlisted Bidders during the RFP Phase.

#### **4.5 Requirements for submission**

FFA will require Shortlisted Bidders to submit a complying Proposal in order for their Proposal to be evaluated.

#### **4.6 Process**

FFA expects that Proposals when submitted will be the Shortlisted Bidders' best and final offers and will be sufficiently complete and final to permit selection of preferred bidders without the need for an additional process. FFA will reserve its right to select multiple preferred bidders and to require complete and final documentation from each bidder before selecting the final preferred bidders.

#### **4.7 Changes to composition of Shortlisted Bidders**

Changes to the composition of a Shortlisted Bidder following the EOI Phase may only be made with FFA's prior written permission.

#### **4.8 Completion phase**

The following activities will take place following announcement of the final preferred bidders:

- (a) negotiation and execution of the Transaction Documents; and
- (b) completion of all requirements necessary to complete to the satisfaction of FFA.

It is FFA's intention that the announcement of the final preferred bidders and contractual close will occur on or around the same date.

## PART C

### 5. EOI Response and Evaluation

#### 5.1 Registration

All Recipients seeking to provide an EOI Response must register with FFA at:

[www.a-league.com.au/expansion](http://www.a-league.com.au/expansion)

#### 5.2 EOI Response

An EOI Response must comply with the following:

- (a) the EOI Response must contain the information required by this Invitation for EOI and as set out in PART E. The format of the EOI Response must follow the order in which the information is requested in PART E.
- (b) the EOI Response must provide sufficient detail to address the Evaluation Criteria. Respondents should not rely on being invited to make further submissions after the Closing Date.
- (c) All EOI Responses must be in English language only.
- (d) All references to monetary values must be in Australian dollars.

#### 5.3 Evaluation Process

All EOI Responses will be evaluated, and Shortlisted Bidders selected, based on:

- (a) the information contained in the EOI Response;
- (b) any information obtained by FFA as contemplated at section 5.5 of this Invitation for EOI.

FFA is not required to release any details regarding the evaluation process.

#### 5.4 Evaluation Criteria

FFA will evaluate each EOI Response having regard to the following:

Evaluation Criteria	Description
Vision	<p>The extent to which the Respondent demonstrates:</p> <ul style="list-style-type: none"><li>• a compelling vision for the proposed club, including the ability to contribute positively to the growth of the A-League and football in Australia;</li><li>• an understanding of the football landscape in Australia; and</li><li>• the attitudes, ethics and mindset to underpin a successful long-term collaborative relationship with football stakeholders, including the fans, member federation, clubs, government and local communities in the Territory.</li></ul>

<b>Evaluation Criteria</b>	<b>Description</b>
<b>History and Culture</b>	The extent to which the Respondent demonstrates an understanding and appreciation of the history and culture of football in Australia and in the Territory, including clubs and players, national team representation and any participation or connection with that history and culture.
<b>Financial Capacity</b>	Existing financial strength or demonstration of the ability to raise finance sufficient to acquire the right to participate in the A-League and ensure the sustainable participation that contributes to the growth of the A-League.
<b>Capability and Experience</b>	The extent to which the Respondent demonstrates the capability and experience to operate a professional football club.
<b>Other</b>	Such additional criteria as FFA may determine are in the best interests of football in Australia.

## **5.5 Interaction during EOI Phase**

- (a) Registrants will be notified if an Invitation for EOI briefing session is held by FFA.
- (b) FFA may (in its absolute discretion) conduct an interactive process with Respondents where it deems this necessary to assist in its evaluation of an EOI Response. This interaction may involve structured and confidential meetings with a Respondent.
- (c) FFA may also request a Respondent to present the details of their EOI Response in person. However, Respondents should submit an EOI Response which is sufficient to enable evaluation by FFA without the need for clarification and should not rely on being invited to present prior to the shortlist being finalised.

## **5.6 Communication protocol**

The Project Manager in respect of this Invitation for EOI will be communicated to Registrants following registration. Registrants must direct all communications relating to this Invitation for EOI to the Project Manager.

## **5.7 Enquiries and clarification questions**

- (a) A Registrant may seek clarification in respect of any aspect of this Invitation for EOI by submitting a written request for clarification through the process provided for in the electronic data room. All questions must be submitted at least five (5) Business Days prior to the deadline for submission of EOI Responses.
- (b) FFA will have absolute discretion in determining whether to respond to a request for clarification. Where it does respond, FFA may respond by notice to the Registrant who submitted the request or to all Registrants (together with the request itself on a nonattributable basis). A Registrant may request that any request and clarification not be disclosed to other Registrants, but FFA will have absolute discretion in determining whether it will disclose the request and clarification to other Registrants.

- (c) If FFA decides that it will disclose the request and clarification to other Registrants, the Registrant will first be given the opportunity to withdraw the question.
- (d) While FFA expects that most requests for clarification will be submitted through the procedure outlined above, where a Registrant has a query of an urgent nature, the Registrant may direct its query to the Project Manager.
- (e) Registrants should note the provisions of section 6.2 of this Invitation for EOI in relation to communications and contact.

## **5.8 Providing an EOI Response**

It is the Respondent's responsibility to:

- (a) understand the requirements of this Invitation for EOI;
- (b) ensure that all the information fields in PART E are completed and contain the information requested;
- (c) ensure that their EOI Response is received before the Closing Date; and
- (d) ensure that their EOI Response is in the correct format, complies with all requirements of this invitation and is accurate and complete.

If a Respondent identifies an error in their EOI Response (excluding clerical errors which would have no bearing on the evaluation), they must promptly notify the Project Manager.

## **5.9 Withdrawal of an EOI Response**

A Respondent who wishes to withdraw a previously submitted EOI Response must immediately notify the Project Manager of the fact. Upon receipt of such notification, FFA will cease to consider the EOI Response.

## **5.10 Changes to composition following EOI Response**

After submission of its EOI Response, and until the date of announcement of Shortlisted Bidders, changes to the composition of a Respondent may only be made with FFA's prior written permission.

## **5.11 Lodgement and page limit**

EOI Responses must be lodged electronically before the Closing Date with FFA and must not exceed 100 pages.

## **5.12 Closing Date**

EOI Responses must be submitted by 24 May 2018 at 5pm (AEST) (**Closing Date**).

## PART D

### 6. Terms and Conditions for the Invitation for EOI

#### 6.1 FFA rights

Notwithstanding anything else in this Invitation for EOI, and without limiting its rights at law or otherwise, FFA reserves the right, in its absolute discretion at any time, to:

- (a) require additional information from a Registrant or Respondent;
- (b) vary or extend any time or date specified in this Invitation for EOI for all or any Registrants;
- (c) terminate the participation of any Registrant or Respondent or any other person in the process;
- (d) cancel or suspend the EOI Phase;
- (e) change the basis on which Registrants or Respondents may be, or are required to, participate in the process;
- (f) reject any or all applications to register to submit an EOI Response at any time for any reason;
- (g) reject any or all EOI Responses at any time for any reason;
- (h) reject late EOI Responses;
- (i) rely on publicly available information relating to Registrants and Respondents as part of the evaluation process;
- (j) prepare a list of Shortlisted Bidders and invite those Respondents to participate in the RFP Phase;
- (k) not select a Respondent as a Shortlisted Bidder on the basis that it is not in the best interests of football in Australia;
- (l) enter into pre-contractual negotiations with one or more Registrant or Respondent; or
- (m) not proceed with all or any part of this Invitation for EOI.

#### 6.2 Communication

- (a) All Registrants and Respondents must communicate only with the Project Manager identified in section 5.6, on all issues relating to the Invitation for EOI.
- (b) Communications (including promotional or lobbying activities) with staff of FFA or consultants assisting FFA with the EOI process are not permitted during the EOI process except as provided in section 5.6 above, or otherwise with the prior written consent of FFA.
- (c) Nothing in this section 6.1 is intended to prevent communications with staff of, or consultants to, FFA to the extent that such communications do not relate to this Invitation for EOI or the EOI process.

- (d) Registrants must not engage in any activities that may be perceived as, or that may have the effect of, improperly influencing the outcome of the EOI process in any way. Such activities or assistance may, in the absolute discretion of FFA, lead to disqualification of a Registrant.

### **6.3 Media communications**

- (a) Registrants and Respondents acknowledge and agree that they must not use any media, including print, television, radio, social media or any other similar communication platforms in a way which may reflect adversely on FFA or another Respondent in relation to this Invitation for EOI.
- (b) If a Registrant or Respondent considers that it must make a public or media statement in relation to this Invitation for EOI, it must first discuss the timing and content of such statement with FFA and use best endeavours to incorporate any feedback which FFA may express in relation to the statement.

### **6.4 Changes to this Invitation for EOI and additional information**

- (a) FFA reserves the right, in its absolute discretion, to issue additional information in relation to this Invitation for EOI and at any time cancel, supplement, amend or not enforce the information, terms, procedures and protocols contained in this Invitation for EOI without giving any reasons.
- (b) If FFA issues information in accordance with this section 6.4 or otherwise issues any further written information in relation to this Invitation for EOI, FFA will issue such information as addenda to this Invitation for EOI and will release such additional information through the electronic data room established for the EOI Phase. Such additional information will, upon issue in the data room by FFA, become part of this Invitation for EOI.

### **6.5 Enquiries by FFA**

- (a) FFA may seek clarification from a Respondent in relation to any aspect of its EOI Response. Respondents are required to respond promptly, in writing, to all requests for clarification received from FFA.
- (b) FFA may make any enquiries of any persons which it deems necessary to verify or obtain further details on any information provided by a Respondent in its EOI Response. This may include (but is not limited to) FFA:
  - (i) conducting structured and confidential interviews or meetings with a Respondent in relation to information provided in their EOI Response;
  - (ii) conducting any reference checks it deems necessary in relation to any prior experience which a Respondent refers to in its EOI Response; and
  - (iii) conducting its own verification of any prior experience which a Respondent refers to in its EOI Response.
- (c) In its evaluation of an EOI Response, FFA may have regard to any information which it has obtained in accordance with this section 6.5.

## **6.6 Change in circumstances**

Without limitation to any other provision of this Invitation for EOI, each Respondent must inform FFA promptly in writing of any material change to any of the information contained in the Respondent's EOI Response, and of any change in circumstance which may materially affect the completeness or accuracy of any information provided in, or in connection with, the EOI Response. FFA may also require Respondents to confirm in writing that no such material change has occurred.

## **6.7 Costs to be borne by Registrant and Respondent**

All costs or expenses incurred by any Registrant in reviewing, investigating or analysing this Invitation for EOI, or any Respondent in preparing or lodging an EOI Response or otherwise in connection with this Invitation for EOI will be borne by the Registrant or Respondent and a Registrant or Respondent will have no claim against FFA in relation to such costs or expenses. FFA will not be liable to compensate or reimburse any Registrant or Respondent for any such costs or expenses arising from this Initiation for EOI.

## **6.8 Treatment of EOI Response**

- (a) Upon submission, all EOI Responses will become the property of FFA and will not be returned to a Respondent.
- (b) Information submitted by a Respondent will not be considered proprietary.
- (c) EOI Responses will be treated as confidential by FFA and FFA will not disclose the information contained in an EOI Response, except:
  - (i) as required by law; or
  - (ii) to external consultants and advisers of FFA engaged to assist with the EOI process, on the basis that such external consultants and advisers have entered into non-disclosure agreements with FFA by which they have agreed to treat EOI responses as confidential.
- (d) Notwithstanding any copyright or intellectual property rights that may exist in the EOI Response, by lodging an EOI Response, the Respondent authorises FFA to copy, adapt, modify, disclose or do anything necessary in FFA's sole discretion, to all material (including that material which contains any intellectual property rights of the Respondent or any other person) contained in the EOI Response for the purposes of:
  - (i) evaluating or clarifying the EOI Response;
  - (ii) evaluating any subsequent offer;
  - (iii) developing any of the RFP documentation;
  - (iv) negotiating any of the Transaction Documents;
  - (v) anything else related to the above purposes.
- (e) FFA reserves the right to publish the names of Registrants, Respondents and any Shortlisted Bidders.

## **6.9 Warranties**

Each Respondent warrants to FFA that all information that it provides to FFA in an EOI Response or otherwise in relation to this Invitation for EOI:

- (a) is true and accurate to the best of its knowledge and belief and is provided to FFA in good faith; and
- (b) will not infringe any intellectual property right, personal right or right of confidentiality of another person.

## **6.10 Licence to use FFA Intellectual Property Rights**

- (a) Registrants may use this Invitation for EOI and any other documents issued in relation to this Invitation for EOI only for the purpose of preparing an EOI Response.
- (b) All intellectual property rights that may exist in this Invitation for EOI and any other documents provided to the Registrants by or on behalf of FFA in connection with the Invitation of EOI are owned by (and will remain the property of) FFA except to the extent expressly provided otherwise.

## **6.11 Return of FFA Information**

FFA reserves the right, at its absolute discretion, to require that all information, other than publicly available information, provided to Registrants by FFA as part of the Invitation for EOI be returned to FFA, or at the option of FFA, be destroyed at any stage.

## **6.12 Use of Invitation for EOI and information**

Each Registrant and Respondent acknowledges and agrees that:

- (a) FFA does not give any warranty, or make any representation, as to
  - (i) the completeness or accuracy of this Invitation for EOI, any information referred to in this Invitation or any information subsequently provided by or on behalf of FFA in relation to this Invitation for EOI;
  - (ii) the occurrence or timing of any events which are projected or proposed in this Invitation for EOI or any information subsequently provided by or on behalf of FFA (including for the avoidance of doubt by or on behalf of FFA advisers) in relation to this Invitation for EOI (including for the avoidance of doubt and without limitation the undertaking of any future stages);
- (b) FFA does not owe any duty of care or other responsibility to any Registrant and/or Respondent, in relation to this Invitation for EOI or any information subsequently provided by or on behalf of FFA in relation to this Invitation for EOI;
- (c) they must make their own enquiries and assessment of this Invitation for EOI, any information referred to in this Invitation for EOI or any information subsequently provided by or on behalf of FFA in relation to this Invitation for EOI;
- (d) they must not use any information referred to in this Invitation for EOI or any information subsequently provided on or behalf of FFA in relation to this Invitation for EOI for any purpose other than preparing an EOI Response;



- (e) nothing in this Invitation for EOI or any information subsequently provided by FFA obliges FFA to disclose or make available any particular information to Registrants or Respondents; and
- (f) they have no claim of any kind whatsoever against FFA in relation to this Invitation for EOI or any information subsequently made available by FFA in relation to this Invitation.

#### **6.13 Exclusion**

Each Registrant and Respondent acknowledges and agrees that:

- (a) to the extent permitted by law, FFA has no and will have no liability to any Registrant or Respondent in tort (including negligence), contract, consumer law and bailment for any and all acts or omissions of FFA, its employees, agents and subcontractors arising out of or in relation to this Invitation for EOI, including any failure of FFA to comply with, enforce or otherwise act in accordance with its terms;
- (b) they will not bring any claim or proceeding against FFA for any damage, loss, injury or liability that the Registrant or Respondent may suffer in relation to this Invitation for EOI, including but not limited to any loss as a result of any inaccuracy or inadequacy in any information provided by FFA or any reliance on such information by the Registrant or Respondent; and
- (c) any decision or determination (or similar) exercisable by FFA may be exercised in the FFA's sole and absolute discretion, and any approval required to be given by the FFA, may be given or withheld in the FFA's sole and absolute discretion or given subject to any conditions as the FFA determines in its sole and absolute discretion.

#### **6.14 Compliance**

- (a) Each Respondent must comply with all laws in relation to participation in this Invitation for EOI.
- (b) By registering their interest with FFA and/or lodging an EOI Response a Respondent is deemed to have expressly agreed to the terms and conditions set out in this PART D including but not limited to disclaiming any reliance on the information contained in this Invitation for EOI.
- (c) If a Registrant or Respondent breaches a material requirement or condition of the Invitation for EOI or otherwise engages in conduct that FFA considers adverse to the EOI process then FFA may, at its absolute discretion, exclude the Registrant or Respondent from any further involvement in the EOI process by giving written notice to that Registrant or Respondent. FFA's rights under this section 6.13(c) are without prejudice to any other rights or remedies which it may have in connection with the breach.

#### **6.15 Conflict of interest**

A declaration is required to be made by a Respondent and submitted with its EOI Response, as to any actual, potential or perceived conflict of interest in relation to its potential involvement in an Expansion A-League Club identified at the date of submission of the EOI Response, and an undertaking given to inform FFA of any actual, potential or perceived conflicts that may arise after the date of submission of the EOI Response.

#### **6.16 Foreign Investment Review Board**

- (a) Each Respondent should review the requirements of the Foreign Acquisitions and Takeovers Act 1975 (Cth) and ascertain whether the proposed transaction is examinable by the Foreign Investment Review Board.
- (b) Each Respondent should indicate in its EOI Response, based on its own understanding as to how it envisages it would enter into the Transaction Documents, whether or not Foreign Investment Review Board approval would be required for it to do so, and the reasons for that indication.

#### **6.17 No offer**

- (a) This Invitation for EOI is not an offer.
- (b) This Invitation for EOI is a formal request for Registrants to submit an EOI Response and Registrants and Respondents are bound by the terms of this Invitation for EOI.
- (c) For the avoidance of doubt, nothing in this Invitation for EOI is to be construed as creating any binding obligation on FFA to select any Respondent as a Shortlisted Bidder or enter into any Transaction Documents with a Respondent.

#### **6.18 Severability**

If a provision of this Invitation for EOI is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Invitation for EOI.

#### **6.19 Governing Law and jurisdiction**

- (a) This Invitation for EOI is governed by and is to be construed in accordance with the laws applicable in the State of New South Wales, Australia.
- (b) Each Respondent irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

## 6.20 Definitions

In this Initiation for EOI:

**A-League** means the men's senior national club competition staged by or under the control of FFA, known as the Hyundai A-League.

**A-League Club** means any entity permitted by FFA to field a team in the A-League.

**Business Day** means a day when the offices of FFA are ordinarily open for business.

**Closing Date** has the meaning given to it in section 5.12.

**EOI** means expression of interest.

**EOI Response** means the Respondent's response to the Invitation for EOI.

**EOI Phase** means the phase of the process used to select Shortlisted Bidders.

**Expansion A-League Club** means any club not presently in the A-League that FFA permits to field a team in the A-League.

**Evaluation Criteria** means the criteria described in section 5.4 used to shortlist Respondents.

**Invitation for EOI** means this EOI document.

**FFA** means Football Federation Australia Limited.

**FIFA** means Federation Internationale de Football Association, the international governing body of football of which FFA is a member association.

**Project Manager** has the meaning given to it in section 5.6

**Proposal** means a Shortlisted Bidder's response to the RFP.

**Recipient** means any person who receives a copy of this Invitation for EOI.

**Registrant** means any person who formally registers with FFA to provide an EOI Response in accordance with section 5.1.

**Related Party** means any 'related entity', 'related body corporate', 'associate' and 'associated entity' as those terms are defined in the Corporations Act 2001 (Cth).

**Respondent** means a Registrant who submits an EOI Response and, for the avoidance of doubt, may be a single legal entity or a group of legal entities that collectively submits an EOI Response as a consortium.

**Request for Proposal** or **RFP** means the documentation which FFA intends to issue to Shortlisted Bidders seeking detailed proposals to operate an Expansion A-League Club.

**RFP Phase** means the phase of the process used to select a preferred bidder.

**Shortlisted Bidder** means a Respondent who is selected to submit a Proposal.

**Territory** means the city, area or region identified by the Respondent in its EOI Response, being the Territory in which the Respondent is located or intends to be located.

**Transaction Documents** means the contractual documents to be entered into between FFA and the preferred bidder to participate in the A-League.

**W-League** means the women's senior national club competition staged by or under the control of FFA, known as the Westfield W-League.

**Y-League** means the national youth club competition staged by FFA or under the control of FFA, known as the Foxtel Y-League.

#### 6.21 Interpretation

In this Invitation for EOI, unless expressly provided otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a reference to:
  - (i) 'includes' or 'including' means includes or including without limitation; and
  - (ii) '\$' or dollars is a reference to the lawful currency of the Commonwealth of Australia; and
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings.

## PART E

### 7. EOI Response

#### 7.1 About the Respondent

- (a) Please provide details of each natural person who is put forward as an individual member of the Respondent, including:
  - (i) full name and date of birth;
  - (ii) curriculum vitae;
  - (iii) examples of relevant experience across sports/football, business management, marketing and media experience.
- (b) If the Respondent is a legal entity or a group of legal entities, please detail all the members of the group and include details of:
  - (i) their legal structure; and
  - (ii) the natural persons involved, in so far as that has not been done in response to section 7.1(a) and including the same details as in (a).
- (c) In respect of each member of the Respondent, please confirm whether he/she:
  - (i) has any stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions;
  - (ii) is listed or has been listed on any ASIC or APRA register of Banned and Disqualified Persons or an equivalent register in another country;
  - (iii) has been the subject of civil or criminal proceedings or enforcement action, including in relation to the management of an entity, or commercial or professional activities;
  - (iv) has been charged or convicted of criminal offence;
  - (v) has had a civil penalty order made against them;
  - (vi) has been insolvent or under administration;
  - (vii) has been disqualified or removed by a professional or regulatory body in relation to matters relating to the person's honesty, integrity or business conduct;
  - (viii) whether alone, jointly or severally, has engaged in any unbecoming conduct or behaviour which may reasonably be considered by FFA to be prejudicial to the interests or reputation of FFA, the A-League, the W-League, FFA partners or football in Australia;
  - (ix) has been the subject of an adverse finding or the current subject of an inquiry or investigation by any statutory, regulatory or law enforcement authority or agency;

- (x) has been the subject of a sanction for material breach of the rules and regulations of a sporting code, including the rules and regulations applicable to football;
- (xi) either directly or indirectly, owns, or has any beneficial or financial interest of any kind in:
  - (A) another A-League Club;
  - (B) any media organisation;
  - (C) any sports betting operator;
  - (D) any sporting competition or body; or
  - (E) any team or club (including an entity or business that operates a team or club) that participates in a sporting competition;
- (xii) has been involved in any other conduct or events that if disclosed would be relevant to FFA's consideration as to whether they are a fit and proper person to participate in an A-League club and/or hold an A-League licence.

## **7.2 Vision**

Please outline the Respondent's vision and strategy for the Expansion A-League Club, including its unique selling points and approach to fan engagement, media, stadia, government and player development and youth pathways.

## **7.3 Financial Capacity**

Please provide details of the Respondent's financial capacity to acquire and fund the Expansion A-League Club including evidence of any presently available resources, in terms of capital, revenue and/or membership (if applicable).

## **7.4 Territory**

- (a) Please describe or list the specific territory (or territories) that you are interested in basing an Expansion A-League Club, and what connection (if any) you have in the relevant area(s).
- (b) Please also provide any information as to why the territory (or territories) is your preferred area.

## **7.5 Other**

Please provide any other additional information in relation the Respondent's EOI Response.